Exhibit C

Esmeralda Martinez

From:	Carlson, Clifford <Clifford.Carlson@weil.com>
Sent:	Thursday, June 24, 2021 11:40 AM
To:	Brandon Bains
Cc:	Wheeler, Emma; Liou, Jessica
Subject:	RE: FW:

I am ok with removing the hearing in paragraph 100.

From: Brandon Bains <bbains@l-llp.com>
Sent: Thursday, June 24, 2021 11:38 AM
To: Carlson, Clifford <Clifford.Carlson@weil.com>
Cc: Wheeler, Emma <Emma.Wheeler@weil.com>
Subject: RE: FW:

Is there an reason for the heading in paragraph 100? That would apply to all sureties and not just Sirius, Aspen, and Berkley. Travelers, Liberty, and XL also have bonds in the NewCo bucket.

Brandon Bains
214-722-7171

From: Carlson, Clifford <Clifford.Carlson@weil.com>
Sent: Thursday, June 24, 2021 11:35 AM
To: Brandon Bains <bbains@l-llp.com>
Cc: Wheeler, Emma <Emma.Wheeler@weil.com>
Subject: FW:

Brandon, below is the current reservation of rights language regarding surety bonds, subject to ongoing review and comment.

97.   [Non-Apache Sureties Claims. Unless expressly provided to the contrary in the Plan Documents, nothing in this Order and the Plan, including any release, injunction, or exculpation provisions, shall or shall be deemed to: (a) adjudicate or modify the rights of any obligee (the "Obligees") or surety provider other than the sureties that issued bonds in favor of Apache and are parties to the Apache Sureties Term Sheet (the "Non-Apache Sureties") as between the Non-Apache Sureties and the Obligees under any surety bonds issued by the Sureties on behalf of the Debtors, their non-Debtor affiliates, or otherwise (the "Non-Apache Term Sheet Surety Bonds") or under applicable law; (b) require the Non-Apache Sureties to issue any new surety bonds or extensions or renewals of the Non-Apache Term Sheet Surety Bonds; (c) bar, impair, enjoin, release, alter, diminish or enlarge any of the rights or defenses of the Non-Apache Sureties (other than a Releasing Party) against any non-Debtor

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Entity (other than with respect to FWE I, FWE III, FWE IV, or any NewCo Entity or any Credit Bid Acquired Interests, in each case except with respect to any right arising under an agreement assumed and assigned to any NewCo Entity), including, but not limited to, any predecessors in interest or co-working interest parties with respect to any of the Debtors' assets.

98.   For the avoidance of doubt, no Non-Apache Term Sheet Surety Bond under which a Debtor is the principal is being assumed and/or assigned and/or allocated to any entity under the Plan or the Plan Documents, including Credit Bid Purchaser, FWE I, FWE III and/or FWE IV.

99.   For the avoidance of doubt, nothing in this Order or the Plan shall bar, impair, enjoin, release, alter, diminish or enlarge any of the Non-Apache Sureties' subrogation rights, if any, other than those subrogation rights that arose on or before the Effective Date and those subrogation rights described in section 5.13(a) of the Plan, which pre-Effective Date subrogation rights shall be addressed under the Plan.][1]

100.   <u>Reservation of Rights of Berkley, Aspen, and Sirius.</u> Nothing in this Confirmation Order and/or the Plan shall, or be deemed to: bar, impair, enjoin, release, alter, diminish, or in any way affect or impact the regulatory authority of BOEM and/or BSEE, including with respect to the security and bonding requirements for owners and operators of oil and gas assets in the Gulf of Mexico. BOEM and BSEE maintain their full regulatory authority to require that FWE I, Credit Bid Purchaser and/or any other entities being created under the Plan post security and bonding under the applicable regulations, and this Confirmation Order and/or Plan in no way purports to infringe upon those rights. To the extent BOEM and/or BSEE require any such security and/or bonding consistent with law and regulations, the respective entity will obtain the required bonding, including any required supplemental bonding.

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[1] These paragraphs 97–99 are subject to continued review and sign off by the Debtors and Non-Apache Sureties and the consent rights of certain parties in interest, with all rights reserved.

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